

SUM-100

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

JILLIAN MICHAELS, an individual;  
See Additional Parties Attachment attached.

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

LISA FRIEDMAN, individually and on behalf of herself and all others  
similarly situated

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

AUG 20 2018

Sherrri R. Carter, Executive Officer/Clerk of Court  
By: Brittny Smith, Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

Spring Street Courthouse  
312 North Spring Street, Los Angeles, California 90012

CASE NUMBER:  
(Número del Caso)

BC 717341

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
John P. Kristensen, 12540 Beatrice Street, Suite 200, Los Angeles, CA 90066; (310) 507-7924

DATE: AUG 20 2018  
(Fecha) August 17, 2018

SHERRI R. CARTER

Clerk, by  
(Secretario)

Brittny Smith

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

## NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☐ by personal delivery on (date):

SUM-200(A)

SHORT TITLE: Friedman v. Michaels, et al.	CASE NUMBER:
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**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

EM DIGITAL, LLC, a Florida Limited Liability Company; EMPOWERED MEDIA, LLC, a California Limited Liability Company; and DOES 1-100, inclusive

Page 2 of 2

Page 1 of 1

CIV-050

**- DO NOT FILE WITH THE COURT -**  
**-UNLESS YOU ARE APPLYING FOR A DEFAULT JUDGMENT UNDER CODE OF CIVIL PROCEDURE § 585 -**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): John P. Kristensen Kristensen Weisberg, LLP 12540 Beatrice Street, Suite 200 Los Angeles, California 90066 ATTORNEY FOR (name): Plaintiff Lisa Friedman	TELEPHONE NO.: (310) 507-7924	FOR COURT USE ONLY          CASE NUMBER: BC717341
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 312 Spring Street MAILING ADDRESS: 312 Spring Street CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Spring Street Courthouse		
PLAINTIFF: Lisa Friedman, et al. DEFENDANT: Jillian Michaels, et al.		
STATEMENT OF DAMAGES (Personal Injury or Wrongful Death)		

To (name of one defendant only): Jillian Michaels  
 Plaintiff (name of one plaintiff only): Lisa Friedman  
 seeks damages in the above-entitled action, as follows:

	AMOUNT
<b>1. General damages</b>	
a. <input type="checkbox"/> Pain, suffering, and inconvenience .....	\$ .....
b. <input type="checkbox"/> Emotional distress. ....	\$ .....
c. <input type="checkbox"/> Loss of consortium .....	\$ .....
d. <input type="checkbox"/> Loss of society and companionship (wrongful death actions only) .....	\$ .....
e. <input type="checkbox"/> Other (specify) .....	\$ .....
f. <input type="checkbox"/> Other (specify) .....	\$ .....
g. <input type="checkbox"/> Continued on Attachment 1.g.	
<b>2. Special damages</b>	
a. <input type="checkbox"/> Medical expenses (to date) .....	\$ .....
b. <input type="checkbox"/> Future medical expenses (present value) .....	\$ .....
c. <input type="checkbox"/> Loss of earnings (to date) .....	\$ .....
d. <input type="checkbox"/> Loss of future earning capacity (present value) .....	\$ .....
e. <input type="checkbox"/> Property damage .....	\$ .....
f. <input type="checkbox"/> Funeral expenses (wrongful death actions only) .....	\$ .....
g. <input type="checkbox"/> Future contributions (present value) (wrongful death actions only) .....	\$ .....
h. <input type="checkbox"/> Value of personal service, advice, or training (wrongful death actions only) .....	\$ .....
i. <input checked="" type="checkbox"/> Other (specify) Other loss due to fraud .....	\$ 1,000,000
j. <input checked="" type="checkbox"/> Other (specify) Breach of contract .....	\$ 1,000,000
k. <input type="checkbox"/> Continued on Attachment 2.k.	
3. <input checked="" type="checkbox"/> Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify).. \$ 2,000,000 when pursuing a judgment in the suit filed against you.	

Date: August 28, 2018

John P. Kristensen

(TYPE OR PRINT NAME)

(Proof of service on reverse)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

Page 1 of 2

CIV-050

PLAINTIFF: Lisa Friedman, et al.	CASE NUMBER:
DEFENDANT: Jillian Michaels, et al.	BC717341

**PROOF OF SERVICE**

(After having the other party served as described below, with any of the documents identified in item 1, have the person who served the documents complete this Proof of Service. Plaintiff cannot serve these papers.)

1. I served the
  - a. ☐ Statement of Damages ☐ Other (specify):
  - b. on (name):
  - c. by serving ☐ defendant ☐ other (name and title or relationship to person served):
  - d. ☐ by delivery ☐ at home ☐ at business
    - (1) date:
    - (2) time:
    - (3) address:
  - e. ☐ by mailing
    - (1) date:
    - (2) place:
2. Manner of service (check proper box):
  - a. ☐ **Personal service.** By personally delivering copies. (CCP § 415.10)
  - b. ☐ **Substituted service on corporation, unincorporated association (including partnership), or public entity.** By leaving, during usual office hours, copies in the office of the person served with the person who apparently was in charge and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP § 415.20(a))
  - c. ☐ **Substituted service on natural person, minor, conservatee, or candidate.** By leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household or a person apparently in charge of the office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP § 415.20(b)) (Attach separate declaration or affidavit stating acts relied on to establish reasonable diligence in first attempting personal service.)
  - d. ☐ **Mail and acknowledgment service.** By mailing (by first-class mail or airmail, postage prepaid) copies to the person served, together with two copies of the form of notice and acknowledgment and a return envelope, postage prepaid, addressed to the sender. (CCP § 415.30) (Attach completed acknowledgment of receipt.)
  - e. ☐ **Certified or registered mail service.** By mailing to an address outside California (by first-class mail, postage prepaid, requiring a return receipt) copies to the person served. (CCP § 415.40) (Attach signed return receipt or other evidence of actual delivery to the person served.)
  - f. ☐ **Other (specify code section):**  
☐ additional page is attached.
3. At the time of service I was at least 18 years of age and not a party to this action.
4. Fee for service: \$
5. Person serving:
  - a. ☐ California sheriff, marshal, or constable
  - b. ☐ Registered California process server
  - c. ☐ Employee or independent contractor of a registered California process server
  - d. ☐ Not a registered California process server
  - e. ☐ Exempt from registration under Bus. & Prof. Code § 22350(b)
  - f. Name, address and telephone number and, if applicable, county of registration and number:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:



(SIGNATURE)

(For California sheriff, marshal, or constable use only)  
I certify that the foregoing is true and correct.

Date:



(SIGNATURE)

1 John P. Kristensen (SBN 224132)  
 2 David L. Weisberg (SBN 211675)  
 3 Christina M. Le (SBN 237697)  
 4 Jesenia A. Martinez (SBN 316969)  
 5 **KRISTENSEN WEISBERG, LLP**  
 6 12540 Beatrice Street, Suite 200  
 7 Los Angeles, California 90066  
 Telephone: 310-507-7924  
 Facsimile: 310-507-7906  
 john@kristensenlaw.com  
 david@kristensenlaw.com  
 christina@kristensenlaw.com  
 jesenia@kristensenlaw.com

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 Superior Court of California  
 County of Los Angeles

AUG 20 2018

Sherri R. Carter, Executive Officer/Clerk of Court  
 By: Brittney Smith, Deputy

8 *Attorneys for Plaintiff and all others*  
 9 *similarly situated*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

11 LISA FRIEDMAN, individually and on  
 12 behalf of herself and all others similarly  
 13 situated,

14 Plaintiff,

vs.

15 JILLIAN MICHAELS, an individual; EM  
 16 DIGITAL, LLC, a Florida Limited Liability  
 17 Company; EMPOWERED MEDIA, LLC, a  
 18 California Limited Liability Company; and  
 19 DOES 1–100, inclusive,

20 Defendants.

) Case No. **BC 717341**

) CLASS ACTION

) **UNLIMITED CIVIL CASE**

) **CLASS COMPLAINT FOR DAMAGES**  
 ) **AND INJUNCTIVE RELIEF**

) 1. Violation of the California Automatic  
 ) Renewal Law (Cal. Bus. & Prof. Code §§  
 ) 17600–17604);

) 2. Violation of the California Unfair  
 ) Competition Law (Cal. Bus. & Prof. Code  
 ) §§ 17200, *et seq.*);

) 3. Violation of the California Consumer  
 ) Legal Remedies Act (Cal. Civ. Code §§  
 ) 1750, *et seq.*);

) 4. Violation of California False Advertising  
 ) Law (Cal. Bus. & Prof. Code §§ 17500, *et*  
 ) *seq.*);

) 5. Conversion; and

) 6. Restitution and Injunctive Relief (Cal.  
 ) Bus. & Prof. Code §§ 17535, *et seq.*).

) DECLARATION OF LISA FRIEDMAN

) DEMAND FOR JURY TRIAL

28 **CLASS COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF; DEMAND FOR JURY TRIAL;**  
**DECLARATION OF LISA FRIEDMAN**

KRISTENSEN  
 WEISBERG LLP  
 ATTORNEYS FOR PLAINTIFFS

KW



1 **I. INTRODUCTION**

2 1. COMES NOW plaintiff LISA FRIEDMAN ("Plaintiff") and brings this class  
3 action on behalf of herself and all other similarly situated against defendants JILLIAN  
4 MICHAELS, EM DIGITAL, LLC, EMPOWERED MEDIA, LLC, and DOES 1-100  
5 (collectively, "Defendants").

6 2. These causes of action arise from Defendants' unlawful practices with regard to  
7 automatic renewals of consumers' subscription to Defendants' "My Fitness" service without  
8 consumers' affirmative consent.

9 3. Plaintiff brings this class action on behalf of the following class of consumers:  
10 all California residents who, within the applicable statute of limitations period, purchased  
11 Defendants' "My Fitness" subscription and whose credit cards or debit cards were  
12 automatically charged on a recurring basis as part of that subscription within the relevant time  
13 period preceding the filing of this Complaint through the present (the "Class") and whose  
14 credit cards or debit cards were automatically charged on a recurring basis for such  
15 subscription. In selling its "My Fitness" subscriptions, Defendants fail to comply with the  
16 requirements of California's Automatic Renewal Law, Cal. Bus. & Prof. Code §§ 17600, *et*  
17 *seq.*, by failing to provide consumers with legally compliant notices and disclosures.

18 **II. PARTIES**

19 4. Plaintiff is, and at all times mentioned was, an adult residing in the State of  
20 California.

21 5. The putative Class Members are comprised of California residents who, within  
22 the applicable statute of limitations period, purchased Defendants' "My Fitness" subscription  
23 and whose credit cards or debit cards were automatically charged on a recurring basis as part of  
24 that subscription within the relevant time period preceding the filing of this Complaint through  
25 the present without first obtaining affirmative consent to the agreement containing the  
26 automatic renewal offer as required by the California Automatic Renewal Law, Cal. Bus. &  
27 Prof. Code §§ 17600-17604.

28 ///



1           6.       Plaintiff is informed and believes, and upon such information and belief alleges  
2 thereon, that defendant JILLIAN MICHAELS ("Michaels") is an individual residing in the  
3 State of California.

4           7.       Plaintiff is informed and believes, and upon such information and belief alleges  
5 thereon, that defendant EM DIGITAL, LLC ("EM Digital") is a Florida Limited Liability  
6 Company with its principal place of business at 2520 Coral Way, Suite 2372, Miami, Florida  
7 33145. Its agent for service of process is Cogency Global, Inc., located at 115 North Calhoun  
8 Street, #4, Tallahassee, Florida 32301.

9           8.       Plaintiff is informed and believes, and upon such information and belief alleges  
10 thereon, that defendant EMPOWERED MEDIA, LLC ("Empowered Media") is a California  
11 Limited Liability Company with its principal place of business at 9100 Wilshire Boulevard,  
12 Suite 520E, Beverly Hills, California 90212. Its agent for service of process is Jillian Michaels,  
13 located at 9100 Wilshire Boulevard, Suite 520E, Beverly Hills, California 90212.

14           9.       The true names and capacities of defendants sued herein as DOES 1-100,  
15 inclusive are unknown to Plaintiff who therefore sues said defendants by such fictitious names.  
16 Plaintiff prays for leave to amend this Complaint to show their true names and capacities when  
17 the same have been finally determined. Plaintiff is informed and believes, and upon such  
18 information and belief alleges thereon, that each of the defendants designated herein as DOE is  
19 negligently, intentionally, strictly liable or otherwise legally responsible in some manner for the  
20 events and happenings herein referred to, and negligently, strictly liable intentionally or  
21 otherwise caused injury and damages proximately thereby to Plaintiff, as is hereinafter alleged.

22           10.      At all times herein mentioned, each and every Defendant herein was the owner,  
23 agent, ostensible agent, apparent agent, servant, joint venture, alter ego and employee, each of  
24 the other and each was acting within the course and scope of his or him ownership, agency,  
25 service, joint venture and employment.

26           11.      At all times mentioned herein, each and every Defendant was the successor of  
27 the other and each assumes the responsibility for the acts and omissions of all other Defendants.

28       ///



### III. VENUE AND JURISDICTION

12. Jurisdiction and venue are proper in Los Angeles County in the State of California. The acts or omissions occurred in Los Angeles County, California, and at the time of the acts and omissions, all Defendants were residents or conducted business in Los Angeles County, California. Furthermore, this venue is convenient to the parties and is an appropriate venue for a civil action for damages.

13. Removal is improper where the sole basis of removal is 28 U.S.C. § 1332 and any defendant is a citizen of the State in which such action is brought. “Protection against local prejudice is the essential purpose of removal jurisdiction based on diversity of citizenship. Thus, *defendants cannot remove* a case to federal court if *any* defendant joined and served resides in the state where the action is pending.” 28 U.S.C. § 1441(b). This is so even if there is complete diversity. *Spencer v. Altec Industries, Inc.* (9th Cir. 2004) 393 F.3d 867, 870 (emphasis added). Michaels is a California resident. Empowered Media is a California Limited Liability Company and its principal place of business is located at 9100 Wilshire Boulevard, Suite 520E, Beverly Hills, California 90212. None of the causes of action involve “substantial” questions of federal law. 28 U.S.C. § 1331. Thus, this matter is properly venued in this Court.

14. Further, removal is improper under the Class Action Fairness Act of 2005 (“CAFA”). Enacted to expand federal jurisdiction over purported class actions, CAFA provides that a class action may be removed in accordance with 28 U.S.C. § 1446 if: (1) membership in the putative class is not less than 100; (b) any member of the plaintiff class is a citizen of a foreign country or a state different from any defendant; and (c) the aggregate amount in controversy exceeds \$5,000,000. *See* 28 U.S.C. § 1453(b) and § 1332(d). Here, the amount in controversy requirement is not met as Defendants began offering to the public the “My Fitness” service in 2017 for subscriptions based on \$14.99/mo. for a month subscription, \$29.99 for a 3-month subscription, and \$99.99/yr. for a year-long subscription. The putative Class is not so numerous as to reach an aggregate of \$5,000,000 given that the “My Fitness” service was first offered to the public in 2017.

///





1 **IV. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 (Against All Defendants)

3 **A. Defendants' "My Fitness" Service Subscriptions**

4 15. Defendants' "My Fitness" service is advertised as a wellness tool providing  
5 workouts by Michaels as well as a customizable meal planner. As advertised, "My Fitness by  
6 Jillian Michaels gets your fit plan on track!" Further, Defendants claim that the "My Fitness"  
7 service is "[m]ore than a simple exercise apps [sic] this fully custom total fitness app builds  
8 around your health goals with a meal planner, and fitness tracker integration that dynamically  
9 modifies the exercise routines based on your input, health tracking and progress."

10 16. Further, Defendants claim, "My Fitness by Jillian Michaels allows you to  
11 workout with or without equipment anytime, anyplace, on any device. From your phone, tablet,  
12 or even streaming the workouts to your tv, there is no excuse not to get your sweat on. "

13 17. Defendants offer three subscriptions: monthly, three (3) months, or yearly.  
14 Before paying for a subscription, Defendants offer a seven (7) day free trial.

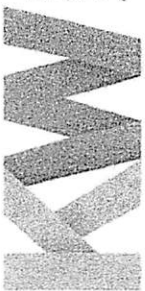
15 18. For every recurring subscription, the consumer's payment method is charged at  
16 the time of initially purchasing the subscription, and thereafter, for ensuing consecutive months  
17 corresponding to the consumer's chosen frequency. For every type of subscription, thus, the  
18 consumer's payment method is automatically charged as part of the recurring subscription.

19 **B. Plaintiff's Transaction**

20 19. In or around January 2018, Plaintiff purchased a subscription to Defendants'  
21 "My Fitness" service and was offered a free seven (7) day trial. Upon signing up to the "My  
22 Fitness" service, Plaintiff was asked to fill in a payment method for the subscription, which  
23 Plaintiff did when prompted through Defendants' check-out process.

24 20. After the seven (7) day free trial expired, Plaintiff's payment method was  
25 charged every month cycle of the subscription, and continues to be charged.

26 21. Defendants' correspondence with Plaintiff did not disclose any clear and  
27 conspicuous way for Plaintiff to cancel the auto-renewal subscription or offer directions on how  
28 Plaintiff can cancel the auto-renewal subscription.



1 C. California Automatic Renewal Law, *Cal. Bus. & Prof. Code* §§ 17600–17606

2 22. On December 1, 2010, §§ 17600–17606 of Article 9 of Chapter 1 of Part 3, of  
3 Division 7 of the California Business & Professions Code came into effect. The stated intent of  
4 the Legislature of this Article was to end the practice of charging consumers' payment methods  
5 **without the consumers' explicit consent for ongoing shipments of a product or ongoing**  
6 **deliveries of service.** See *Cal. Bus. & Prof. Code* § 17600 (emphasis added).

7 23. *Cal. Bus. & Prof. Code* § 17602(a) makes it unlawful for any business making  
8 an automatic renewal or continuous service offer to a consumer in this state to do any of the  
9 following:

- 10 a. Fail to present the automatic renewal offer terms or continuous service offer  
11 terms in a clear and conspicuous manner **“before the subscription or**  
12 **purchasing agreement is fulfilled and in visual proximity”**;
- 13 b. Charge the consumer's credit or debit card or the consumer's account with a  
14 third party for an automatic renewal or continuous service **without first**  
15 **obtaining the consumer's affirmative consent** to the agreement containing  
16 the automatic renewal offer terms or continuous service offer terms;
- 17 c. Fail to provide an acknowledgement that includes the automatic renewal or  
18 continuous offer terms, cancellation policy, and information regarding how  
19 to cancel in a manner that is capable of being retained by the consumer. If  
20 the offer includes a free trial, the business shall also disclose in the  
21 acknowledgment how to cancel and allow the consumer to cancel before the  
22 consumer pays for the goods or services.

23 24. *Cal. Bus. & Prof. Code* § 17601(a) defines the term “Automatic renewal” as a  
24 “plan or arrangement in which a paid subscription or purchasing agreement is automatically  
25 renewed at the end of a definite term for a subsequent term.”

26 25. *Cal. Bus. & Prof. Code* § 17601(b) states that ““Automatic renewal offer terms”  
27 means the following clear and conspicuous disclosures: (1) That the subscription or purchasing  
28 agreement will continue until such consumer cancels. (2) The description of the cancellation





1 policy that applies to the offer. (3) The recurring charges that will be charged to the consumer's  
 2 credit or debit card or payment account with a third party as part of the automatic renewal plan  
 3 or arrangement, and that the amount of the charge may change, if that is the case, and the  
 4 amount of the charge will change, if known. (4) The length of the automatic renewal term or  
 5 that the service is continuous, unless the length of the term is chosen by the consumer. (5) The  
 6 minimum purchase obligation, if any."

7 26. Cal. Bus. & Prof. Code § 17601(c) defines "clear and conspicuous" or "clearly  
 8 and conspicuously" to mean "in larger than the surrounding text, or in contrasting type, font, or  
 9 color to the surrounding text of the same size, or set off from the surrounding text of the same  
 10 size by symbols or other marks, in a manner that clearly calls attention to the language."

11 27. Cal. Bus. & Prof. Code § 17603 provides: "In any case in which a business sends  
 12 any goods, wares, merchandise, or products to a consumer, under a continuous service  
 13 agreement or automatic renewal of a purchase, without first obtaining the consumer's  
 14 affirmative consent as described in Section 17602, the goods, wares, merchandise, or products  
 15 shall for all purposes be deemed an unconditional gift to the consumer, who may use or dispose  
 16 of the same in any manner he or she sees fit without any obligation whatsoever on the  
 17 consumer's part to the business, including, but not limited to, bearing the cost of, or  
 18 responsibility for, shipping any goods, wares, merchandise, or products to the business."

19 **D. Defendants Do Not Provide Clear and Conspicuous Disclosures for Its Auto**  
 20 **Renewal Program as Required by Cal. Bus. & Prof. Code § 17602(a)(1)**

21 28. Defendants failed to inform Plaintiff and the Class in clear and conspicuous  
 22 language, *i.e.*, "in larger type than the surrounding text, or in contrasting type, font, or color to  
 23 the surrounding text of the same size, or set off from the surrounding text of the same size by  
 24 symbols or other marks, in a manner that clearly calls attention to the language" that:

25 (1) The purchasing agreement will continue until the consumer cancels;

26 (2) Adequately describes the cancellation policy that applies to the offer;

27 (3) The recurring charges will be charged to the consumer's credit or debit card  
 28 or payment account with a third party as part of the automatic renewal plan

1 or arrangement, and that the amount of the charge may change, if that is the  
2 case, and the amount to which the charge will change, if known.

3 (4) The length of the automatic renewal term or that the service is continuous,  
4 unless the length of the term is chosen by the consumer.

5 (5) There is a minimum purchase obligation, if any.

6 **E. Defendants Fail to Obtain Affirmative Consent to the Agreement**

7 **Containing the Automatic Renewal Offer Terms**

8 29. Plaintiff and the Class were automatically enrolled in the Auto Renewal Program  
9 for Defendants' "My Fitness" service without their "affirmative consent," within the meaning  
10 of Cal. Bus. & Prof. Code § 17602(a)(1).

11 30. Plaintiff and the Class did not affirmatively consent, sign up, or check a box to  
12 be included in the Auto Renewal Program. Instead, Defendants imported the credit/debit card  
13 information of Plaintiff and the Class into the Auto Renewal Program without their consent.  
14 Defendants as well do not allow Plaintiff and the Class to delete this credit/debit card  
15 information without providing other credit/debit card information.

16 31. Plaintiff and the Class did not give their affirmative consent, within the meaning  
17 of Cal. Bus. & Prof. Code § 17602(a)(1), to an agreement containing "automatic renewal offer  
18 terms," with the necessary clear and conspicuous disclosures of terms, such as price terms.

19 32. Despite never receiving affirmative consent from Plaintiff and the Class, and  
20 without Plaintiff and the Class authorizing such charges, Defendant charged Plaintiff and the  
21 Class for the renewal of the subscription to the "My Fitness" service.

22 33. Accordingly, Defendants charged Plaintiff and the Class "without first obtaining  
23 Plaintiff's and the Class' affirmative consent" to the agreement containing "the automatic  
24 renewal offer terms or continuous service offer terms," with the necessary clear and  
25 conspicuous disclosures of terms, such as price terms.

26 34. As a result of the above, and in addition to violating other laws, as described  
27 below, Defendants violated Cal. Bus. & Prof. Code § 17602(a)(2), and as such, all goods,  
28 wares, merchandise, or products, sent to Plaintiff and the Class under the automatic renewal or



1 continuous service agreement are deemed to be an unconditional gift pursuant to Cal. *Bus. &*  
 2 *Prof. Code* § 17603, and Plaintiff and the Class may use or dispose of the same in any manner  
 3 they see fit without any obligation whatsoever on the consumer's part to the business,  
 4 including, but not limited to, bearing the cost of, "or responsibility for, shipping any goods,  
 5 wares, merchandise, or products to the business."

6 **F. Defendants Fail to Provide an Acknowledgement as Required by Cal. *Bus.***  
 7 ***& Prof. Code* § 17602(a)(3)**

8 35. Furthermore, and in addition to the above, after Plaintiff and the Class  
 9 subscribed to Defendants' "My Fitness" service, Defendants sent, and continue to send,  
 10 Plaintiff and the Class email correspondence. But those emails failed, and continue to fail, to  
 11 provide an acknowledgement that includes the automatic renewal and/or continuous service  
 12 offer terms, cancellation policy, and information on how to cancel in a manner that is capable of  
 13 being retained by Plaintiff and the Class, in violation of Cal. *Bus. & Prof. Code* § 17602(a)(3).  
 14 Moreover, Defendants failed to provide Plaintiff and the Class with an acknowledgement  
 15 regarding how to cancel the subscription and allow Plaintiff and Class Members to cancel  
 16 before payment.

17 **G. Class Allegations**

18 36. Plaintiff brings this action on behalf of herself and all other similarly situated, as  
 19 a class action pursuant to Cal. *Code Civ. Proc.* § 382. The proposed Class that Plaintiff seeks to  
 20 represent is composed of and defined as: all California residents who, within the applicable  
 21 statute of limitations period, purchased Defendants' "My Fitness" subscription and whose credit  
 22 cards or debit cards were automatically charged on a recurring basis as part of that subscription  
 23 within the relevant time period preceding the filing of this Complaint through the present (the  
 24 "Class") and whose credit cards or debit cards were automatically charged on a recurring basis  
 25 for such subscription.

26 37. This action has been brought and may properly be maintained as a class action  
 27 under Cal. *Code Civ. Proc.* § 382 because there is a well-defined community of interest in the  
 28 litigation, the Class is easily ascertainable, and Plaintiff is a proper representative of the Class:



1           a.       Numerosity: The potential members of the Class as defined are so  
2 numerous and so diversely located throughout California that joinder of all the members of the  
3 Class is impracticable. Members of the Class are dispersed throughout California. Joinder of all  
4 members of the Class is therefore not practicable.

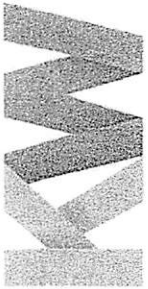
5           b.       Commonality: There are questions of law and fact common to Plaintiff  
6 and the Class that predominate over any questions affecting only individual members of the  
7 Class. These common questions of law and fact include, without limitation:

8                   i.       Whether Defendants failed to present the automatic renewal offer  
9 terms, and/or continuous service offer terms, in a clear and  
10 conspicuous manner before the subscription or purchasing  
11 agreement was fulfilled and in visual proximity, or in the case of  
12 an offer conveyed by voice, in temporal proximity, to the request  
13 for consent to the offer in violation of Cal. *Bus. & Prof. Code* §  
14 17602(a)(1);

15                   ii.       Whether Defendants charged Plaintiff's and the Class Members'  
16 credit or debit card or payment account with a third party for an  
17 automatic renewal and/or continuous service without first  
18 obtaining Plaintiff's and Class Members' affirmative consent to  
19 the automatic renewal offer terms and/or continuous service offer  
20 terms in violation of Cal. *Bus. & Prof. Code* § 17602(a)(2);

21                   iii.       Whether Defendants failed to provide an acknowledgement that  
22 included the automatic renewal and/or continuous service offer  
23 terms, cancellation policy, and information on how to cancel in a  
24 manner that is capable of being retained by Plaintiff and Class  
25 Members, in violation of Cal. *Bus. & Prof. Code* § 17602(a)(3);

26                   iv.       Whether Defendants' Auto Renewal Program contained the  
27 automatic renewal offer terms and/or continuous service offer  
28 terms as defined by Cal. *Bus. & Prof. Code* § 17601;





KRISTENSEN  
WEISBERG  
Attorneys for Plaintiffs

- 1 v. Whether Plaintiff and Class Members are entitled to restitution
- 2 under Cal. Bus. & Prof. Code § 17200–17203;
- 3 vi. Whether Plaintiff and Class Members are entitled to injunctive
- 4 relief under Cal. Bus. & Prof. Code § 17535;
- 5 vii. Whether Plaintiff and Class Members are entitled to attorneys’
- 6 fees and costs under Cal. Code Civ. Proc. § 1021.5; and
- 7 viii. The proper formula(s) for calculating restitution owed to Class
- 8 Members.

9 c. Typicality: Plaintiff’s claims are typical of the claims of the Class.

10 Plaintiff and Class Members were deprived of property rightly belonging to them, arising out

11 of, and caused by, Defendants’ common course of conduct in violation of law as alleged herein,

12 in similar ways.

13 d. Adequacy of Representation: Plaintiff is a member of the Class and will

14 fairly and adequately represent and protect the interests of the Class Members. Plaintiff’s

15 interests do not conflict with those of the Class Members. Counsel who represent Plaintiff are

16 competent and experience in litigating large class actions, and will devote sufficient time and

17 resources to the case and otherwise adequately represent the Class.

18 e. Superiority of Class Action: A class action is superior to other available

19 means for the fair and efficient adjudication of this controversy. Individual joinder of all Class

20 Members is not practicable, and questions of law and fact common to the Class predominate

21 over any questions affecting only individual members of the Class. Plaintiff and Class Members

22 have suffered losses, or may suffer losses in the future, by reason of Defendants’ unlawful

23 policies and/or practices of not complying with Cal. Bus. & Prof. Code §§ 17600–17606.

24 Certification of this case as a class action will allow those similarly-situated persons to litigate

25 their claims in the manner that is most efficient and economical for the parties and the judicial

26 system. Certifying this case as a class action is superior because it allows for efficient and full

27 restitution to Class Members, and will thereby effectuate California’s strong public policy of

28 protecting the California public from violations of its laws. If this action is not certified as a

class action, it will be virtually impossible, as a practical matter, for many or most Class Members to bring individual actions to recover monies due from Defendant due to the relatively small amounts of such individual recoveries relative to the costs and burdens of litigation.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

VIOLATION OF THE CALIFORNIA AUTOMATIC RENEWAL LAW

(CAL. BUS. & PROF. CODE §§ 17600–17604)

(Against All Defendants)

38. Plaintiff hereby incorporates by reference and re-alleges each and every allegation set forth in each and every preceding paragraph of this Complaint, as though fully set forth herein.

39. Cal. Bus. & Prof. Code § 17600–17606 provides:

“(a) It shall be unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:

- a. Fail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.
- b. Charge the consumer’s credit or debit card of the consumer’s account with a third party for an automatic renewal or continuous service without first obtaining the consumer’s affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms.”

*Id.*

40. Defendants charged, and continue to charge, Plaintiff and Class Members for the automatic renewal of Defendants’ product without first obtaining Plaintiff and Class Members’ affirmative consent to the agreement containing the automatic renewal offer terms, with the necessary clear and conspicuous disclosures of terms, such as price terms.





41. As a result of Defendants' violations of Cal. *Bus. & Prof. Code* § 17602(a)(1)–(2), Defendants are liable to provide restitution to Plaintiff and Class Members under Cal. *Bus. & Prof. Code* § 17603 in the amount equaling the total amounts charged to all Class Members for auto-renewed services.

## SECOND CAUSE OF ACTION

### VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW

(CAL. *BUS. & PROF. CODE* §§ 17200, *ET SEQ.*)

(Against All Defendants)

42. Plaintiff hereby incorporates by reference and re-alleges each and every allegation set forth in each and every preceding paragraph of this Complaint, as though fully set forth herein.

43. Cal. *Bus. & Prof. Code* § 17200, *et seq.* (the “UCL”), prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice. Cal. *Bus. & Prof. Code* § 17204 allows “any person who has suffered injury in fact and has lost money or property” to prosecute a civil action for violation of the UCL. Such a person may bring such an action on behalf of himself and others similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

44. Beginning at an exact date unknown to Plaintiff, but at least since the “My Fitness” service was first offered to consumers, and continuing to the present, Defendants have committed unlawful, unfair, and/or fraudulent business acts and practices as defined by the UCL, *inter alia*, by violating Cal. *Bus. & Prof. Code* § 17602(a)(1) and/or for the unlawful, unfair, or fraudulent business acts or practices described more fully herein.

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Attorneys for Plaintiffs



45. Defendants have profited from their unlawful, unfair and/or fraudulent business act or practice. Plaintiff and Class Members paid money for Defendants' "My Fitness" service, and as such suffered an injury in fact. Defendants violated Cal. *Bus. & Prof. Code* § 17602, thus pursuant to Cal. *Bus. & Prof. Code* § 17603, Plaintiff's and Class Members' subscriptions are deemed unconditional gifts. Yet, Defendant charged Plaintiff and Class Members for these unconditional gifts. Plaintiff and Class Members therefore suffered injury in the form of the fees paid for these unconditional gifts.

46. Defendants received, and continue to hold, unlawfully obtained property and money belonging to Plaintiff and Class Members in the form of payments made for subscription agreements by Plaintiff and Class Members. Defendant has profited from its unlawful, unfair, and/or fraudulent acts and practices.

47. Plaintiff and similarly-situated Class Members are entitled to restitution pursuant to Cal. *Bus. & Prof. Code* § 17203

48. Pursuant to Cal. *Bus. & Prof. Code* § 17204, Plaintiff seeks an order of this Court enjoining Defendants from continuing the auto renewal practices described herein as these practices constitute violations of the UCL. The general public will be irreparably harmed if such an order is not granted.

### THIRD CAUSE OF ACTION

#### VIOLATION OF CALIFORNIA CONSUMER LEGAL REMEDIES ACT

(CAL. CIV. CODE § 1750, *ET SEQ.*)

(Against All Defendants)

49. Plaintiff hereby incorporates by reference and re-alleges each and every allegation set forth in each and every preceding paragraph of this Complaint, as though fully set forth herein.

50. This cause of action is brought pursuant to the California Consumer Legal Remedies Act ("CLRA"), Cal. *Civ. Code* § 1750, *et seq.*

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1           51. Plaintiff and all of the members of the Class are “consumers” within the meaning  
2 of Cal. *Civ. Code* §§ 1761(d) and 1770(a) in that Plaintiff and all members of the Class  
3 purchased products from Defendants for personal, family, or household purposes.

4           52. Through the conduct described more fully above, Defendants violated Cal. *Civ.*  
5 *Code* § 1770(a), in that Defendant failed to properly disclose its “auto-renewal” program terms  
6 and continuous services terms. Defendants, due to their inadequate disclosures:

- 7           a. deceptively represent to consumers that their transactions involve a one-time  
8 fee, when in fact, Defendants later go on to charge consumers additional  
9 amounts in violation of § 1770(a)(4);
- 10          b. represent that its goods or services “have sponsorship, approval,  
11 characteristics, ingredients, uses, benefits, or quantities that they do not  
12 have” in violation of § 1770(a)(5);
- 13          c. advertise “goods or services with intent not to sell them as advertised” in  
14 violation of § 1770(a)(9);
- 15          d. represent that “a transaction confers or involves rights, remedies, or  
16 obligations that it does not have or involved, or that are prohibited by law” in  
17 violation of § 1770(a)(14); and
- 18          e. insert “an unconscionable provision in the contract” as Defendants’ “auto-  
19 renewal” program terms are unconscionable because, among other reasons,  
20 they are not adequately disclosed, automatically charging consumers without  
21 their affirmative consent.

22           53. Pursuant to Cal. *Civ. Code* § 1782(d), Plaintiff seeks a Court order enjoining the  
23 above-described wrongful acts and practices of Defendants and for restitution and  
24 disgorgement.

25           54. Plaintiff seeks equitable and injunctive relief requiring, *inter alia*, that  
26 Defendants stop advertising its “auto-renewal” program.

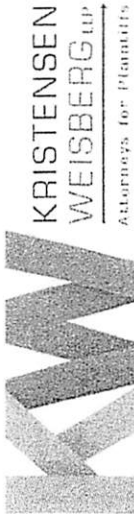
27           55. Pursuant to Cal. *Civ. Code* § 1780(d), filed concurrently herewith is an affidavit  
28 showing that this action has been commenced in the proper forum.





-16-





61. In making and disseminating the statements alleged herein, Defendants knew or should have known that the statements were untrue or misleading, and acted in violation of Cal. *Bus. & Prof. Code* §§ 17500, *et seq.*

62. Defendants' misrepresentations and non-disclosures of the material facts detailed above constitute false and misleading advertising and, as such are a violation of Cal. *Bus. & Prof. Code* §§ 17500, *et seq.*

63. As a direct and proximate result of Defendants' misleading and false advertising, Plaintiff and the members of the Class suffered injury in fact and lost money or property. Plaintiff and the members of the Class reasonably relied upon Defendants' representations as discussed above. In reasonable reliance on Defendants' false advertising, Plaintiff and the members of the Class suffered injury in fact as a result.

64. Through their deceptive acts and practices, Defendants have improperly and illegally obtained money from Plaintiff and members of the putative Class. As such, Plaintiff requests that this Court compel Defendants to restore this money to Plaintiff and members of the putative Class, and to enjoin Defendants from continuing to violate Cal. *Bus. & Prof. Code* §§ 17500, *et seq.*, as discussed above.

65. Pursuant to Cal. *Bus. & Prof. Code* § 17535, Plaintiff requests that the Court order Defendants to fully disclose the true nature of its misrepresentations. Plaintiff also requests an order requiring Defendants to disgorge its ill-gotten gains and/or award full restitution of all monies wrongfully acquired by Defendants by means of such acts of false advertising. Plaintiff and the putative Class will be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

66. Plaintiff and the members of the Class seek declaratory relief, restitution, and disgorgement or all profits obtained.

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1 FIFTH CAUSE OF ACTION

2 CONVERSION

3 (Against All Defendants)

4 67. Plaintiff hereby incorporates by reference and re-alleges each and every  
5 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set  
6 forth herein.

7 68. Plaintiff and the Class owned, possessed, and had a right to possess the money  
8 used to pay Defendants for the "My Fitness" service.

9 69. Defendants substantially interfered with Plaintiff's and the Class' property by  
10 knowingly or intentionally taking possession of Plaintiff's and the Class' money through the  
11 acts described above.

12 70. Plaintiff and the Class did not consent.

13 71. Plaintiff and the Class were harmed.

14 72. As a direct and proximate result of Defendants' acts and/or omissions, Plaintiff  
15 and the members of the Class suffered injury in fact and lost money or property. Plaintiff and  
16 the members of the Class reasonably relied upon Defendants' representations as discussed  
17 above. Plaintiff and the members of the Class suffered injury in fact as a result.

18 73. Defendants' conduct was a substantial factor in causing Plaintiff's and the Class'  
19 harm.

20 74. Pursuant to Cal. Civ. Code § 3336, Plaintiff seeks the value of the property at the  
21 time of the conversion, "with interest from that time, or, an amount sufficient to indemnify  
22 [Plaintiff] for the loss which is the natural, reasonable and proximate result of the wrongful act  
23 complained of" and "[a] fair compensation for the time and money properly expended in pursuit  
24 of the property.

25 ///

26 ///

27 ///

28 ///



SIXTH CAUSE OF ACTION

## RESTITUTION AND INJUNCTIVE RELIEF

(CAL. BUS. &amp; PROF. CODE §§ 17535, ET SEQ.)

(Against All Defendants)

75. Plaintiff hereby incorporates by reference and re-alleges each and every allegation set forth in each and every preceding paragraph of this Complaint, as though fully set forth herein.

76. Cal. Bus. & Prof. Code § 17535 allows “any person who has suffered injury in fact and has lost money or property” to prosecute a civil action for violation of the UCL. An individual aggrieved as such may bring an action on behalf of himself or herself and others similarly situated who are affected by the unlawful and/or unfair business practice.

77. Defendants have committed unlawful and/or unfair business acts and practices within the meaning of the UCL based on their violations of the Automatic Renewal Law, Cal. Bus. & Prof. Code §§ 17601, et seq., as set forth above.

78. As a direct and proximate result of Defendants’ unlawful and/or unfair business acts and practices, described herein, Defendant has received and continues to hold unlawfully obtained money belonging to Plaintiff and the Class in the form of payments made by them for Defendants’ “My Fitness” service subscription. Defendants have profited from their unlawful and unfair acts and practices in the amounts of those subscription payments and interest accrued thereon.

79. Plaintiff and the Class are entitled to injunctive relief and/or restitution pursuant to Cal. Bus. & Prof. Code § 17535 and interest thereon for all monies paid by Class Members under the subscriptions through the date of such restitution, at rates specified by law. Defendants should be required to disgorge all profits and gains they have reaped and should be ordered to restore those profits and gains to Plaintiff and the Class, from whom they were unlawfully taken.

80. Plaintiff and the Class are entitled to enforce all applicable penalty provisions pursuant to Cal. Bus. & Prof. Code § 17202.





### PRAYER FOR RELIEF

1. Certifying the Class as requested herein;
2. Providing such further relief as may be just and proper; and
3. Appointing Plaintiff and her counsel to represent the Class.

4. Restitution of the funds improperly obtained by Defendants;
5. Any and all statutory enhanced damages;
6. All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
7. An award of exemplary/punitive damages;
8. For equitable and injunctive relief; and
9. Any and all other relief that this Court deems just and proper.

KRISTENSEN WEISBERG, LLP

John P. Kristensen  
David L. Weisberg  
Christina M. Le  
Jesenia A. Martinez  
*Attorneys for Plaintiff and all other  
similarly situated*



DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues which may be tried by a jury.

Dated: August 17, 2018

KRISTENSEN WEISBERG, LLP

John P. Kristensen  
David L. Weisberg  
Christina M. Le  
Jesenia A. Martinez  
*Attorneys for Plaintiff and all other  
similarly situated*

KRISTENSEN  
WEISBERG  
Attorneys for Plaintiffs

DECLARATION OF LISA FRIEDMAN

I, Lisa Friedman, declare that if called as a witness, I could and would competently testify to the following facts:

1. I submit this declaration pursuant to Section 1780(d) of the California Consumer Legal Remedies Act. I have personal knowledge of the matters set forth below and as a witness, I could and would be competent to testify thereto.

2. It is my understanding that Jillian Michaels, EM Digital, LLC, and Empowered Media, LLC conduct regular and sustained business in Los Angeles County, California.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct and that this declaration was executed on August 17, 2018.



Lisa Friedman

KRISTENSEN  
WILSBEN  
ATTORNEYS AT LAW  
KW

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): John P. Kristensen (SBN 224132) Kristensen Weisberg, LLP 12540 Beatrice Street, Suite 200 Los Angeles, CA 90066 TELEPHONE NO.: 310-507-7924 FAX NO.: (310) 507-7906 ATTORNEY FOR (Name): Plaintiff Lisa Friedman		FOR COURT USE ONLY  <b>CONFORMED COPY ORIGINAL FILED</b> Superior Court of California County of Los Angeles  <b>AUG 20 2018</b>  Sherri R. Carter, Executive Officer/Clerk of Court By: Brittny Smith, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 312 North Spring Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Spring Street Courthouse		
CASE NAME: Friedman v. Michaels, et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)  <b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <b>18717841</b>  JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PIP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/DWD (23) <b>Non-PIP/DWD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/DWD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input checked="" type="checkbox"/> Large number of witnesses   |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence  | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Six (6)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 17, 2018

John P. Kristensen

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



CM-010

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

**Other P/IPD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability *(not asbestos or toxic/environmental)* (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other P/IPD/W/D (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/W/D (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other P/IPD/W/D

**Non-P/IPD/W/D (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not medical or legal)*  
Other Non-P/IPD/W/D Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic relations)*  
Sister State Judgment  
Administrative Agency Award *(not unpaid taxes)*  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint *(not specified above)* (42)  
Declaratory Relief Only  
Injunctive Relief Only *(non-harassment)*  
Mechanics Lien  
Other Commercial Complaint Case *(non-tort/non-complex)*  
Other Civil Complaint *(non-tort/non-complex)*

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

SHORT TITLE: Friedman v. Michaels, et al.

CASE NUMBER  
**HC 717841**

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides.  |
| 2. Permissive filing in central district.  | 8. Location wherein defendant/respondent functions wholly.   |
| 3. Location where cause of action arose.   | 9. Location where one or more of the parties reside.   |
| 4. Mandatory personal injury filing in North District.                           | 10. Location of Labor Commissioner Office.   |
| 5. Location where performance required or defendant resides.                     | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle.                          |  |

Auto  
TortOther Personal Injury/Property  
Damage/Wrongful Death Tort

<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not Insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2, 6
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11



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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6	
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5	
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2	
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8	
Provisionally Complex Litigation	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3	
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8	
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8	
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8	
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9	
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8	
	Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
		Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition

SHORT TITLE: Friedman v. Michaels, et al.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 9100 Wilshire Boulevard, Suite 520E Beverly Hills, California 90212
CITY: Beverly Hills	STATE: CA	ZIP CODE: 90212	

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: August 17, 2018

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

# Superior Court of California County of Los Angeles



## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.



### **Advantages of ADR**

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

### **Disadvantages of ADR - ADR may not be suitable for every dispute.**

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

### **The Most Common Types of ADR**

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

- **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

**Settlement Conferences are appropriate in any case where settlement is an option.**

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to [mscdept18@lacourt.org](mailto:mscdept18@lacourt.org).

## **Additional Information**

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs ([www.dca.ca.gov](http://www.dca.ca.gov)) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for "mediators; or "arbitrators."

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program  
3175 West 6th Street, Room 406  
Los Angeles, CA 90020-1798  
TEL: (213) 738-2621  
FAX: (213) 386-3995



## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California  
County of Los Angeles

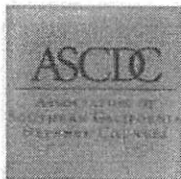


Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

### ◆ Los Angeles County Bar Association Litigation Section ◆

### ◆ Los Angeles County Bar Association Labor and Employment Law Section ◆

### ◆ Consumer Attorneys Association of Los Angeles ◆

### ◆ Southern California Defense Counsel ◆

### ◆ Association of Business Trial Lawyers ◆

### ◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ for the complaint, and \_\_\_\_\_ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>STIPULATION – DISCOVERY RESOLUTION</b>			

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

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- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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(TYPE OR PRINT NAME)

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(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

➤

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

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\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

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\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

➤

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

☐

Request for Informal Discovery Conference

☐

Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

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(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR \_\_\_\_\_)

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(ATTORNEY FOR \_\_\_\_\_)

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER



<p align="center"><b>SUPERIOR COURT OF CALIFORNIA</b>  <b>COUNTY OF LOS ANGELES</b></p>		<p align="right">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS:  <b>111 North Hill Street, Los Angeles, CA 90012</b></p>		<p align="center"><b>CONFORMED COPY</b>  <b>ORIGINAL FILED</b>          Superior Court of California          County of Los Angeles</p>
<p align="center"><b>NOTICE OF CASE ASSIGNMENT</b>   <b>UNLIMITED CIVIL – CLASS ACTION/COMPLEX</b></p>		<p align="center"><b>AUG 20 2018</b></p> <p align="center">Sherri R. Carter, Executive Officer/Clerk of Court          By: Brittny Smith, Deputy</p>
<p><b>Your case is assigned for all purposes to the judicial officer indicated below.</b></p>		<p>CASE NUMBER <b>BC 717341</b></p>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

[illegible]

**Given to the Plaintiff/Cross-Complainant/Attorney of Record**

**SHERRI R. CARTER, Executive Officer/Clerk of Court**

on

~~AUG 20 2018~~

**By**

Brittany Smith

**, Deputy Clerk**

LACIV 190 (Rev 12/17)  
LASC Approved 05/06

**NOTICE OF CASE ASSIGNMENT – UNLIMITED CIVIL CASE**

### **INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

#### **APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

#### **PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

#### **CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

#### **TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

#### **COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

#### **CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

#### **STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

#### **FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

#### **SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

#### **Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

#### **\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.